

Glentruan Booking Contract Terms and Conditions:

Bookings are not confirmed until the deposit is paid in full to the Owner. Your acceptance of these Terms and Conditions is made upon deposit payment.

Parties:

This agreement is made between Hazel Feehan (the "Owner") who arranges private bookings of Glentruan, Pencuke, St.Gennys, Bude, Cornwall, EX23 0BH ("the property"). The "Owner" of Glentruan is responsible for the administration of the booking. When making a private booking of Glentruan through the "Owner" you are entering into a contract with the "Owner" of that property. References to "you" and "your" mean the person making the booking and entering into a contract with the "Owner".

Whereby it is agreed as follows: -

Booked dates: The booking dates are set as per agreement by email between the "owner" and "you" the person making the booking.

Booking Times: The booking is from **3.00 pm on the day of arrival until - 10.00 am on the day of the departure** unless otherwise agreed by email between the "owner" and "you" the person making the booking.

Booking Confirmation: Bookings are not confirmed until the deposit is paid in full to the Owner. Your acceptance of these Terms and Conditions is made upon deposit payment.

Payments:

1. The first payment e.g. the deposit which equals 30% of the full rental amount is payable within 48 hours of the booking being confirmed between the "owner" and "you" the person making the booking.
2. The second payment is due 2 calendar months prior to the booking e.g. if the booking arrival date is the 4th June the full rental amount is due in the account of the "owner" by the 4th April.

Payment may be made by:

1. Cheque sent by registered post to the "Owner" Hazel Feehan, Glentruan, Pencuke, St.Gennys, Bude, Cornwall, EX23 0BH. or
2. Sent by wire / electronic transfer to Mrs HC Feehan's Bank Account (Details will be confirmed in the booking confirmation email sent from the "owner" to "you" the person making the booking.

Any charges raised against the "Owner" by its bank for handling any form of payment, or charges for dishonoured cheques, or charges for overseas transfers, will be passed onto "you" the person making the booking and you are liable to reimburse the "Owner" within 7 days of notification of same.

Amendments: Alterations to confirmed bookings will be subject to a £25 administration charge.

Cancellation: Once confirmation of your booking has been received by email, the deposit and 2 signed copies of these terms and conditions are due within 10 days from the confirmation date. When the booking is confirmed, the tenant is entering into a legally binding contract. If forced to cancel, for whatever reason, the tenant will be liable for any cancellation charges. The balance is still payable on the due day. Glentruan Cottage will immediately try to re-let the property and if successful will refund the deposit and balance less any expenses incurred in re-letting. The expenses incurred in re-letting shall be at the discretion of Glentruan Cottage. The total amount payable will not exceed the liability for the accommodation. **We recommend prospective tenants take out a comprehensive Travel Cancellation Insurance prior to booking.**

Arrival & Departure Times: Bookings commence at 3.00pm, unless otherwise notified, on the first day of your holiday and end at 10.00am on the day of departure.

Pets: Unfortunately under no circumstances are pets allowed at "the property"

Linens: Bed Linens is included in the price, & beds will be made up on arrival. Hand and Bath towels (not beach towels) are included.

Fuel costs: All gas and electricity costs are included in the booking price.

Smoking: Glentruan is a non-smoking property.

Parking: There is room for 2 cars to park in front of the house. Please do not park in the driveway to the left of the property at any time. Any vehicle and contents are parked entirely at your risk.

Condition of Property / Inventory: Before you arrive the property will have been cleaned and the inventory checked. Discrepancies and any damage found should be reported within 24 hours of arrival to the owner. The inventory will otherwise be deemed to be correct. Losses, damage or any cleaning necessary over and above normal servicing, will be invoiced to you on or as soon after departure as possible. By accepting these Terms and Conditions you allow us to obtain payment from you to correct the damage made.

Property Description: Photographs of the interior of property are representative only and the interior may vary. The "Owner" takes no responsibility for noise or nuisance resulting from third party activity over which they have no control. You are responsible for ensuring the property is suitable for your needs prior to booking. The "Owner" aims to ensure that the information provided is correctly conveyed, and that the information supplied in relation to the property or its facilities is accurate. However, the "Owner" cannot accept responsibility for any inaccurate or misleading information about the property and its facilities except in the case of negligence. The "Owner" will however use best endeavours to notify you of any changes or variations to information provided to you in relation to a booking in the event that the "Owner" becomes aware of the change or variation.

Character Properties: Many older properties can be subject to damp, spiders, insects etc. No guarantee can be offered against such eventualities nor any liability accepted.

(This is a 3 page contract)

Damage to Property: You are liable for the full cost of any damage caused to or within the property during the letting. By accepting these Terms and Conditions you agree to us taking payment for any damages from you to the value of £2000. You acknowledge that this does not limit your liability for damages in excess of this amount. The cost of any damage will be invoiced to you on or as soon after departure as possible by the "Owner".

The Letting: The Letting confers upon you the right to occupy for a holiday within the meaning of schedule 1, Paragraph 9 of the Housing Act 1988. You agree: (a) To pay for any losses or damage to the property however caused (reasonable wear and tear accepted). (b) To take good care of the property and leave it in a clean and tidy condition at the end of the tenancy. (c) To permit the "Owner" reasonable access to the property. (d) Not to part with possession of the property or share it except with members of the party as shown on the booking form. In no circumstances may the number of people exceed the stipulated description. A cot may only be occupied by a child aged 24 months or less. (e) Not to cause an annoyance or become a nuisance to occupants of neighbouring premises. (f) Not to use the property for any commercial purposes. In the event of breach of these Terms and Conditions you may be required to leave the property during the period of the booking without compensation. (g) where additional facilities such as broadband are provided you agree not to make unreasonable use of these facilities. Tenants agree that where use is deemed as unreasonable by the "Owner", this will be invoiced to you on departure as per "Damage to Property" above.

Size & Party: Unless expressly agreed in advance by the "Owner", no group bookings (four or more adult party members) are accepted where all party members are under 25 years of age. Unless expressly agreed in advance by the "Owner", no group bookings are accepted where all members are of the same sex, unless the group consists of members of the same family across a number of generations. The "Owner" reserves the right to refuse access to the property without compensation where no agreement has been given in advance. Your right to occupy the property may be forfeited without compensation, or an additional charge levied, if: (a) more people or guests than specified on the Booking Form and/or the number the Property holds, attempt to take up occupation; (b) Overnight guests are entertained without the "Owners" express permission; (c) Any activity is undertaken which may cause unreasonable damage, noise or disturbance.

Liability: The "Owner" does not accept liability for any act, neglect or default on their part or any other person not within their employment, nor for any accident, damage, loss, injury, expense or inconvenience whether to person or property, which the Tenants or anyone connected with the letting may incur. The "Owner" reserves the right to provide alternative accommodation/s or cancel owing to unforeseen circumstances beyond our control. If for any reason beyond the "Owners" control the property is not available on the date booked (owing to fire damage for example) or the "Owner" deems the property as unsuitable for holiday letting, all rent and charges paid in advance by the Tenants will be refunded in full, and you shall have no further claim against the "Owners". Such rents and charges shall only be refunded if alternative accommodation is not provided. Disclaimer: All properties are used at your own risk. Special care must be taken by you and members of your party if you are using any of the items within the property or in the garden. Special note should be made that you are welcome to use the trampoline, zip wire and rope swing **but you do so at your own risk and the owner is not liable for any accidents that may occur during your stay.** Parents should ensure that their children are supervised in such areas at all times.

Authority to Sign: The person making the booking certifies that he or she is authorised to agree the Terms and Conditions on behalf of all persons included in the party, including those substituted or included at a later date. He or she agrees to take responsibility for the party occupying the property.

Governing Law & Jurisdiction: The validity, construction and performance of this Agreement shall be governed by English Law. The Tenants submit to the exclusive jurisdiction of the English courts.

Complaints: All complaints must be notified to the "Owner" immediately to ensure sufficient time is given to investigate and/or take the necessary remedial action. Compensation will not be offered where you have denied the "Owner" the opportunity to rectify matters during the holiday.

Date: November 2011

You should read this document carefully and thoroughly, once accepted this agreement will be legally binding and may be enforced in court.

Signed _____

Name _____ (please print)